

STATE OF INDIANA)
)
COUNTY OF MARION) SS: CAUSE NO. _____

STATE OF INDIANA,)
)
Plaintiff,)

v.)

COASTAL PROPERTY MANAGEMENT, LLC)
doing business as CPM Construction of Indiana)
and JOSEPH RADCLIFF, individually and doing)
business as CPM Construction of Indiana,)
)
Defendants.)

49D13 08 12 PL 056047

FILED

DEC 12 2008

Cheryl A. Bland
CLERK OF THE MARION CIRCUIT COURT

COMPLAINT FOR INJUNCTION, RESTITUTION, COSTS, AND CIVIL PENALTIES

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Greg A. Schrage, petitions the Court pursuant to the Indiana Home Improvement Contracts Act, Indiana Code § 24-5-11-1, *et seq.*, the Indiana Home Solicitation Sales Act, Indiana Code § 24-5-10-1, *et seq.*, and the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*, for injunctive relief, consumer restitution, investigative costs, civil penalties, and other relief.

PARTIES

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c).

2. At all times relevant to this Complaint, Defendant Coastal Property Management, LLC ("Coastal") was a limited liability company, with an assumed business name of CPM Construction of Indiana, engaged in the business of home improvements with a principal place of business in Marion County.

3. At all time relevant to this Complaint, Defendant Joseph Radcliff ("Radcliff") was engaged in the business of home improvements, either individually or doing business as CPM Construction of Indiana, with a principal place of business in Marion County.

4. Defendant, Radcliff, is the President of Coastal and is active in its management and operations. As owner, Radcliff has controlled and directed the affairs of the limited liability company, including the Coastal's sales practices, and has used the defendant company for the purpose of misleading and deceiving Indiana consumers as set forth herein.

5. When, in this Complaint, reference is made to any act of Defendants, such allegations shall be deemed to mean that the principals, agents, representatives, or employees of Defendants did or authorized such acts to be done while actively engaged in the management, direction, or control of the affairs of Defendants and while acting within the scope of their duties, employment, or agency.

FACTS

6. Since at least December of 2006, Coastal and Radcliff have entered into home improvement contracts with Indiana consumers.

7. On or about December 12, 2006, Coastal approached Mr. Richard Whaley ("Whaley") at his home in Fishers, Indiana and entered into an agreement with him. This agreement states that Whaley agrees to allow Coastal to act as his agent in obtaining property restoration assessments, to act as his agent in negotiating with his insurance company, and to perform the required repairs to his home at the prices the insurance company determines. A true and accurate copy of this agreement is attached and incorporated as "State's Exhibit A."

8. Coastal represented to Whaley that this contract merely allowed Coastal to perform an estimate on the price of the repairs needed.

9. Despite Coastal's representation to Whaley that this agreement allowed Coastal solely to perform an estimate, Coastal is attempting to enforce this agreement as a home improvement agreement and enforce a twenty percent (20%) liquidated damages clause for not allowing Coastal to perform home improvements on Whaley's home.

10. Coastal represented to Whaley that it was a member of the Better Business Bureau in good standing.

11. At the time of entering into the agreement with Whaley, Coastal was not a member of the Better Business Bureau.

12. Coastal represented to Whaley that it was a member of Angie's List, an online website that uses consumer reviews to rate the performances of different businesses.

13. At the time of entering into the agreement with Whaley, Coastal was not a member of Angie's List.

14. Coastal and Radcliff failed to include the following in their agreement with Whaley:

- a. A reasonably detailed description of the proposed home improvements;
- b. A statement that the specifications of the proposed home improvements will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- c. The approximate starting and completion dates of the home improvements;
- d. A statement of any contingencies that would materially change the approximate completion date; and

e. Legible printed or typed versions of the Defendants' and consumer's names placed directly after or below their signatures.

15. Coastal and Radcliff failed to agree unequivocally by written signature to the terms of the agreement with Whaley prior to Whaley signing the agreement.

16. The date that Whaley executed the agreement is not shown.

17. Coastal and Radcliff failed to include two copies of a written notice of the consumer's right to cancel the transaction in the agreement with Whaley. The agreement fails to include:

a. The address to which the consumer's notice of cancellation may be delivered or sent;

b. A statement that the transaction may be cancelled before midnight of the third business day after the consumer and the Defendants finally agree to the transaction;

c. A statement of the explanation of the steps the consumer must take to cancel the home consumer transaction;

d. A statement of the steps the consumer and Defendants must take after cancellation of the home consumer transaction; and

e. The date by which the consumer must exercise the right to cancel the transaction.

18. On or about May 28, 2007, Coastal approached Ms. Daviline Arnold ("Arnold") at her home in Beech Grove, Indiana and entered into an agreement with her. This agreement states that Arnold agrees to allow Coastal to act as her agent in obtaining property restoration assessments, to act as her agent in negotiating with his insurance company, and to perform the

required repairs to her home at the prices the insurance company determines. A true and accurate copy of this agreement is attached and incorporated as “State’s Exhibit B.”

19. Coastal and Radcliff failed to include the following in their agreement with Arnold:

- a. A reasonably detailed description of the proposed home improvements;
- b. A statement that the specifications of the proposed home improvements will be provided to the consumer before commencing any work and that the home improvement agreement is subject to the consumer’s separate written and dated approval of the specifications;
- c. The approximate starting and completion dates of the home improvements;
- d. A statement of any contingencies that would materially change the approximate completion date; and
- e. Legible printed or typed versions of the Defendants’ and consumer’s names placed directly after or below their signatures.

20. Coastal and Radcliff failed to include two copies of a written notice of the consumer’s right to cancel the transaction in the agreement with Arnold. The agreement fails to include:

- a. The address to which the consumer’s notice of cancellation may be delivered or sent;
- b. A statement that the transaction may be cancelled before midnight of the third business day after the consumer and the Defendants finally agree to the transaction;
- c. A statement of the explanation of the steps the consumer must take to cancel the home consumer transaction;

d. A statement of the steps the consumer and Defendants must take after cancellation of the home consumer transaction; and

e. The date by which the consumer must exercise the right to cancel the transaction.

21. On or about May 31, 2007, Coastal and Radcliff approached Ms. Annabell Simpson ("Simpson") at her home in Indianapolis, Indiana and entered into an agreement with her. This agreement states that Simpson agrees to allow Coastal to act as her agent in obtaining property restoration assessments, to act as her agent in negotiating with his insurance company, and to perform the required repairs to her home at the prices the insurance company determines. A true and accurate copy of this agreement is attached and incorporated as "State's Exhibit C."

22. Coastal represented to Simpson that this agreement merely allowed Coastal to perform an estimate on the price of the repairs needed and to negotiate with her insurance company.

23. Despite Coastal's representation to Simpson that this agreement allowed Coastal solely to perform an estimate, Coastal is attempting to enforce this agreement as a home improvement agreement and enforce a twenty percent (20%) liquidated damages clause for not allowing Coastal to perform home improvements on Simpson's home.

24. Coastal and Radcliff failed to include the following in their agreement with Simpson:

- a. A reasonably detailed description of the proposed home improvements;
- b. A statement that the specifications of the proposed home improvements will be provided to the consumer before commencing any work and that the home improvement agreement is subject to the consumer's separate written and dated approval of the specifications;

- c. The approximate starting and completion dates of the home improvements;
- d. A statement of any contingencies that would materially change the approximate completion date; and
- e. Legible printed or typed versions of the Defendants' and consumer's names placed directly after or below their signatures.

25. Coastal and Radcliff failed to include two copies of a written notice of the consumer's right to cancel the transaction in the agreement with Simpson. The agreement fails to include:

- a. The address to which the consumer's notice of cancellation may be delivered or sent;
- b. A statement that the transaction may be cancelled before midnight of the third business day after the consumer and the supplier finally agree to the transaction;
- c. A statement of the explanation of the steps the consumer must take to cancel the home consumer transaction;
- d. A statement of the steps the consumer and Defendants must take after cancellation of the home consumer transaction; and
- e. The date by which the consumer must exercise the right to cancel the transaction.

26. On or about May 31, 2008, Coastal and Radcliff entered into an agreement with Robert & Laura Owens ("Owens") of Indianapolis, Indiana. This agreement states that the Owens agrees to allow Coastal to act as their agent in obtaining property restoration assessments, to act as their agent in negotiating with his insurance company, and to perform the required

repairs to their home at the prices the insurance company determines. A true and accurate copy of this agreement is attached and incorporated as "State's Exhibit D."

27. Coastal represented to Owens that this agreement merely allowed Coastal to perform an estimate on the price of the repairs needed and to negotiate with their insurance company.

28. Despite Coastal's representation to Owens that this agreement allowed Coastal solely to perform an estimate, Coastal is attempting to enforce this agreement as a home improvement agreement and enforce a twenty percent (20%) liquidated damages clause for not allowing Coastal to perform home improvements on Owens' home.

29. Coastal and Radcliff failed to include the following in their agreement with Owens:

- a. A reasonably detailed description of the proposed home improvements;
- b. A statement that the specifications of the proposed home improvements will be provided to the consumer before commencing any work and that the home improvement agreement is subject to the consumer's separate written and dated approval of the specifications;
- c. The approximate starting and completion dates of the home improvements;
- d. A statement of any contingencies that would materially change the approximate completion date; and
- e. Legible printed or typed versions of the Defendants' and consumer's names placed directly after or below their signatures.

30. Coastal and Radcliff failed to agree unequivocally by written signature to the terms of the agreement with Owens prior to Owens signing the agreement.

COUNT I
VIOLATIONS OF THE INDIANA HOME IMPROVEMENT CONTRACTS ACT

31. The services described in Paragraphs 7, 18, 21, and 26 of this Complaint are “home improvements” as defined by Indiana Code § 24-5-11-3.

32. The transactions referred to in Paragraphs 7, 18, 21, and 26 of this Complaint are “home improvement contracts” as defined by Indiana Code § 24-5-11-4.

33. Coastal and Radcliff are “home improvement suppliers” as defined by Indiana Code § 24-5-11-6.

34. By failing to provide Whaley, Arnold, Simpson, and Owens with a completed home improvement contract containing the information referred to in Paragraphs 14, 19, 24, and 29 above, Coastal and Radcliff violated the Home Improvement Contracts Act, Indiana Code §§ 24-5-11-10(a)(4), (5), (6), (7), and (9).

35. By failing to agree unequivocally by written signature to all of the terms of the home improvement contracts prior to Whaley and Owens signing their respective agreements, referred to in Paragraphs 15 and 30 of this Complaint, Coastal and Radcliff violated the Home Improvement Contracts Act, Indiana Code § 24-5-11-11.

36. By failing to show the date Whaley signed the agreement referred to in Paragraph 7 of this Complaint, Coastal and Radcliff violated the Home Improvement Contracts Act, Indiana Code § 24-5-11-12.

COUNT II
VIOLATIONS OF THE INDIANA HOME SOLICITATION SALES ACT

37. Plaintiff realleges and incorporates by reference the allegations contained in Paragraphs 1 through 36 of this Complaint.

38. The services described in Paragraphs 7, 18, and 21 of this Complaint are “home consumer transactions” as defined by Indiana Code § 24-5-10-3.

39. By failing to provide the notices referred to in Paragraphs 17, 20, and 25 to Whaley, Arnold, and Simpson, Coastal and Radcliff violated the Home Solicitation Sales Act, Indiana Code § 24-5-10-9.

COUNT III
VIOLATIONS OF THE INDIANA DECEPTIVE CONSUMER SALES ACT

40. Plaintiff realleges and incorporates by reference the allegations contained in Paragraphs 1 through 39 of this Complaint.

41. The transactions referred to in Paragraphs 7, 18, 21, and 26 of this Complaint are “consumer transactions” as defined by Indiana Code § 24-5-0.5-2(a)(1).

42. Coastal and Radcliff are “suppliers” as defined by Indiana Code § 24-5-0.5-2(a)(3).

43. Coastal and Radcliff’s representations that they were members of the Better Business Bureau and Angie’s List when they knew or should have known they were not constitute violations of the Indiana Deceptive Consumer Sales Act, Indiana Code §§ 24-5-0.5-3(a)(1) and (7).

COUNT IV
KNOWING AND INTENTIONAL VIOLATIONS OF THE
INDIANA DECEPTIVE CONSUMER SALES ACT

44. Plaintiff realleges and incorporates by reference the allegations contained in Paragraphs 1 through 43 of this Complaint.

45. The acts described in Paragraph 43 of this Complaint were committed by Coastal and Radcliff with knowledge and intent to deceive.

RELIEF

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against Defendants Coastal Property Management, LLC doing business as CPM Construction of Indiana and Joseph Radcliff, individually and doing business as CPM Construction of Indiana, and issue a permanent injunction, pursuant to Indiana Code § 24-5-0.5-4(c)(1), enjoining the Defendants from doing the following:

a. in the course of entering into home improvement transactions, failing to provide to the consumer a written, completed home improvement contract which includes at a minimum the following:

i. the name of the consumer and the address of the residential property that is the subject of the home improvement;

ii. the name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;

iii. the date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;

iv. a reasonably detailed description of the proposed home improvements;

v. if the description required by Indiana Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;

vi. the approximate starting and completion date of the home improvements;

vii. a statement of any contingencies that would materially change the approximate completion date;

viii. the home improvement contract price; and

ix. signature lines for the home improvement supplier or the supplier's agent for each customer who is to be a party to the home improvement contract with a legibly printed or typed version of that person's name placed directly after or below the signature.

b. in the course of entering into home improvement transactions, failing to put the contract in a form that each consumer who is a party to it can reasonably read and understand;

c. in the course of entering into home improvement transactions, failing to provide a fully executed copy of the home improvement contract to the consumer immediately after the consumer signs it;

d. in the course of entering into home consumer transactions, failing to provide two (2) copies of a written notice of the consumer's right to cancel the transaction.

e. in the course of entering into home consumer transactions, failing to provide the written notice of the consumer's right to cancel the transaction on separate documents.

f. in the course of entering into home consumer transactions, failing to provide the following in the notice of the consumer's right to cancel the transaction:

i. the address to which the consumer's notice of cancellation may be delivered or sent;

ii. a statement that the transaction may be cancelled before midnight of the third business day after the consumer and the Defendants finally agree to the transaction;

iii. a statement of the explanation of the steps the consumer must take to cancel the home consumer transaction;

iv. a statement of the steps the consumer and Defendants must take after cancellation of the home consumer transaction; and

v. the date by which the consumer must exercise the right to cancel the transaction.

g. in the course of any consumer transaction, representing, expressly or by implication, that the subject of the consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which Defendants know or should reasonably know it does not have;

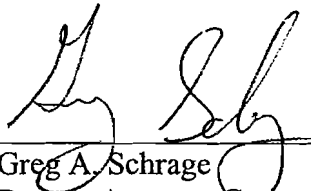
h. in the course of any consumer transaction, representing, expressly or by implication, that the Defendants have a sponsorship, approval, or affiliation in such consumer transaction the Defendants do not have, and which the Defendants know or should reasonably know that they do not have.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendants for the following relief:

a. Voiding or cancellation of all of the Defendants' unlawful contracts with consumers, including but not limited to Richard Whaley, Daviline Arnold, Annabell Simpson, Robert Owens, and Laura Owens.

Respectfully submitted,

STEVE CARTER
Indiana Attorney General
Atty. No. 4150-64

By: 
Greg A. Schrage
Deputy Attorney General
Atty. No. 27630-32

Office of the Attorney General
Consumer Protection Division
302 West Washington St., IGCS 5th Floor
Indianapolis, Indiana 46204
Telephone: (317) 234-2354



A-1

CPM CONSTRUCTION

1275 D Racquet Club North Drive Indianapolis, IN 46260

OFFICE: 317-251-1196 Doug Laczynski 618-412-0025

Inspection Date: 12/12/06
Property Address: 13061 New Britton Dr
City/State: Fishers Zip: 46038

Inspection - Damage Assessment

Following is CPM Construction General assessment of damages only. Specific replacement, repair, pricing will be discussed further with Insurance Company.

ROOFING

3 Tab ☒ Architectural ☐ Shakes ☐ Other _____

Single Grade/Color Slate

Pitch 8/12-9/12 ☒ Story(s) 2

Vents _____

Decking Issues _____

Notes/Other: _____

GUTTERS/DOWNS

☒ Gutters ☒ Downspouts

> Notes/Other 6" 3x4

MISC./OTHER

☐ AC Unit ☒ Screens Porch

☐ Painting ☒ Leaks 2nd story bathroom

☒ Interior Damage SE

☐ Emergency Repair: ☐ Recommend ☐ Completed

> Other: _____

DWING

Vinyl ☐ Aluminum ☒ Other Wood ☐ Front ☐ Left

Color/Size: _____ ☐ Back ☐ Right

Fascia _____ ☐ Wraps _____

Shutters Pairs _____

Notes/Other: _____

AGREEMENT

Insured Name: Rich Whaley Insurance Co.: Erie -> Syndicate
Address: 13061 New Britton Dr. Policy Number: _____
City/State: Fishers / IN Zip: 46038 Claim Number: _____
Home Phone: 317-913-6832 Adjustor Name/Number: Larry Anderson 304-781-8165
Work Phone: _____ Date of Loss: 4/14/06

I understand that CPM Construction will act as my agent in obtaining appropriate property restoration assessments, and upon insurance company approval of the scope and pricing will proceed with the repairs prescribed by the insurance company. I authorize my insurance company to discuss matters directly with CPM Construction as my agents, however not as my legal representatives. CPM Construction agrees to act in the best interest of the property owner in obtaining property damage assessments, but in no way bear's liability such damage. Property owner agrees to allow CPM Construction to perform any repairs prescribed by the insurance provider at prices determined by the insurance company with no additional cost to the property owner except for the deductible and any additional work requested or not covered by insurance. The property owner agrees to the terms on front and back of this contract. Material and labor specifications will follow once price is agreed on with the property owner and the insurance company.

Accepted by (Insured) on: Date: ____/____/____ Signature: Richard Whaley

Accepted by (Insured) on: Date: ____/____/____ Signature: _____

CPM Representative: _____ Date: _____

his contract and any agreement made pursuant thereto are between CPM Construction, hereinafter referred to as "Co." or "Company." And the customer(s) named herein on the reverse side will be subject to all appropriate laws, regulations, and ordinances of the state of Indiana and the terms and conditions

1. All contracts are subject to approval of our credit department and office without exception. The person executing this contract must obtain the approval of the officer of the Co. for this contract to be effective under any conditions.
2. **SHOULD DEFAULT BE MADE IN PAYMENT OF THIS CONTRACT, CHARGES SHALL BE ADDED FROM THE DATE THEREOF AT A RATE OF ONE AND ONE HALF (1-1/2) PERCENT PER MONTH (18% PER ANNUM) WITH A MINIMUM CHARGE OF \$2.00 PER MONTH, AND IF PLACED IN THE HAND OF AN ATTORNEY FOR COLLECTION, ALL ATTORNEY'S FEES AND LEGAL FILING FEES SHALL BE PAID BY CUSTOMER ACCEPTING SAID CONTRACT.**
3. The company shall have no responsibility for damages from rain, fire, tornado, windstorm, or other perils, as is normally completed to be covered by HOMEOWNERS INSURANCE or BUSINESS RISK INSURANCE, or unless a specified written agreement be made thereof prior to commencement of the work.
4. The quotation on the face hereof does not include expenses or charges for bond insurance premiums or costs beyond normal insurance coverage, any such additional expenses, premiums, or costs shall be added to the amount of the contract.
5. Replacement of deteriorated decking, fascia boards, roof jacks, ventilators, flashing or other materials unless otherwise STATED IN THIS CONTRACT, are NOT INCLUDED and will be charged as an extra on a time and material basis.
6. This proposal will expire 90 days from the date accepted unless in writing by company. After 90 days, Co. reserves the right to revise our price in accordance with costs in effect at that time.
7. The company shall not be liable for failure due to labor controversies, strikes, fires, weather, and inability to obtain materials from usual sources, or any other circumstances beyond the control of the company, whether of a similar or dissimilar nature.
8. If roofing or sheet metal work is involved, it is understood and agreed to that our standard roof guarantee, a copy of which is available in our office, shall be acceptable and that all terms and provisions therein shall prevail, unless specifically agreed to in writing prior to the commencement of the work.
9. The company is not responsible for any damages on or below the roof due to leaks by excessive wind driven rain, ice, or hail during the period of the warranty. EXCESSIVE WIND IS 45 M.P.H. THE WARRANTY IS NONTRANSFERABLE UNLESS IN WRITING.
10. If material has to be reordered or restocked because of a cancellation by the customer there will be a RESTOCKING FEE equal to twenty percent (20%) of the contract price.
11. This contract or warranty shall not be assigned excepted by or with written permission of the company.
12. IF THIS CONTRACT IS CANCELLED BY THE CUSTOMER LATER THAN 3 DAYS from the execution, customer shall pay to the company twenty percent (20%) of the contract price as liquidated damages, not as a penalty, and the company agrees to accept such as a reasonable and just compensation for said cancellation.
13. THIS CONTRACT CANNOT BE CANCELLED ONCE WORK IS COMMENCED EXCEPT BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES. Commencement includes negotiations with insurance company.
14. **PAYMENTS ARE TO BE MADE: 1/2 DOWN PAYMENT, AND BALANCE UPON COMPLETION OF WORK. OTHER ARRANGEMENTS MUST BE DISCUSSED WITH CREDIT MANAGER.**
15. If any provision of this contract should be held to be invalid or unenforceable the validity of the remaining provisions of this contract shall not be affected thereby.
16. ANY REPRESENTATIONS, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN ON THIS CONTRACT ARE AGREED TO BE IMMATERIAL, and not relied on by either party, and do not survive the execution of this contract.
17. The maximum liability for the Co. shall be the original cost of labor and materials for the repair which customer agrees shall be a liquidated sum, under any event of default of Co. herein.
18. During the duration of the work the customer's homeowners insurance will be responsible for any interior damages as long as the company has taken the appropriate action to protect the roof during the repair of the roof.
19. The Co. is not responsible for construction problems of your home. If pointed out and notified to our Co., we will try to assist you on correcting them on a time and material basis.
20. If there are any solar panels on the roof, the Co. will not be responsible for damage during repair, so homeowner agrees to have solar panels company take the appropriate action to protect if necessary.
21. Warranty is for 5 years on roof replacement, 2 years on siding replacement, 1 year on repairs, and 1 year on gutter repairs.

ROOFING ♦ SIDING ♦ GUTTERS



Copy
front

CPM CONSTRUCTION

10087 Allisonville Road, Suite G • Fishers, IN 46038

OFFICE: 317-251-1196 • FAX: 317-579-0373

B-1

Inspection Date: 5/23/07

Property Address: 5

City/State: _____ Zip: _____

Inspection - Damage Assessment

Following is CPM Construction General assessment of damages only. Specific replacement, repair, pricing will be discussed further with Insurance Company.

ROOFING

☒ 3 Tab ☐ Architectural ☐ Shakes ☐ Other _____

Shingle Grade/Color _____

☐ Pitch _____ ☐ Story(s) _____

☒ Vents _____

☐ Decking Issues _____

> Notes/Other: _____

GUTTERS/DOWNS

☐ Gutters ☐ Downspouts

> Notes/Other _____

MISC./OTHER

☐ AC Unit _____ ☐ Screens _____

☐ Painting _____ ☐ Leaks _____

☐ Interior Damage _____

☐ Emergency Repair: ☐ Recommend ☐ Completed

> Other: _____

SIDING

☐ Vinyl ☐ Aluminum ☐ Other _____ ☐ Front ☐ Left

Color/Size: _____ ☐ Back ☐ Right

☐ Fascia _____ ☐ Wraps _____

☐ Shutters Pairs _____

> Notes/Other: _____

AGREEMENT

Insured Name: Don Arnold Insurance Co.: Indiana

Address: 5 Redwing Court Policy Number: PL FM 745020

City/St: Beech Grove Zip: 46107 Claim Number: _____

Home Phone: 317 784-5477 Adjustor Name/Number: _____

Work Phone: cell 317 625-4848 Date of Loss: 4/14/06

Terms: I understand that CPM Construction will act as my agent in obtaining appropriate property restoration assessments, and upon insurance company approval of the scope and pricing will proceed with the repairs prescribed by the insurance company. I authorize my insurance company to discuss matters directly with CPM Construction as my agents, however not as my legal representatives. CPM Construction agrees to act in the best interest of the property owner in obtaining property damage assessments, but in no way bear's liability for such damage. Property owner agrees to allow CPM Construction to perform any repairs prescribed by the insurance provider at prices determined by the insurance company with no additional cost to the property owner except for the deductible and any additional work requested or not covered by insurance. The property owner agrees to the terms on front and back of this contract. Material and labor specifications will follow once price is agreed on with the property owner and the insurance company.

Accepted by (Insured) on: Date: ____/____/____ Signature: _____

Accepted by (Insured) on: Date: ____/____/____ Signature: _____

CPM Representative: [Signature] Date: 4/11/07

COPY BACK

This contract and any agreement made pursuant thereto are between CPM Construction, hereinafter referred to as "Co." or "Company." And the customer(s) named herein on the reverse side will be subject to all appropriate laws, regulations, and ordinances of the state of Indiana and the terms and conditions

1. All contracts are subject to approval of our credit department and office without exception. The person executing this contract must obtain the approval of the officer of the Co. for this contract to be effective under any conditions.
2. SHOULD DEFAULT BE MADE IN PAYMENT OF THIS CONTRACT, CHARGES SHALL BE ADDED FROM THE DATE THEREOF AT A RATE OF ONE AND ONE HALF (1-1/2) PERCENT PER MONTH (18% PER ANNUM) WITH A MINIMUM CHARGE OF \$2.00 PER MONTH, AND IF PLACED IN THE HAND OF AN ATTORNEY FOR COLLECTION, ALL ATTORNEY'S FEES AND LEGAL FILING FEES SHALL BE PAID BY CUSTOMER ACCEPTING SAID CONTRACT.
3. The company shall have no responsibility for damages from rain, fire, tornado, windstorm, or other perils, as is normally completed to be covered by HOMEOWNERS INSURANCE or BUSINESS RISK INSURANCE, or unless a specified written agreement be made thereof prior to commencement of the work.
4. The quotation or the face hereof does not include expenses or charges for bond insurance premiums or costs beyond normal insurance coverage, any such additional expenses, premiums, or costs shall be added to the amount of the contract.
5. Replacement of deteriorated decking, fascia boards, roof jacks, ventilators, flashing or other materials unless otherwise STATED IN THIS CONTRACT, are NOT INCLUDED and will be charged as an extra on a time and material basis.
6. This proposal will expire 90 days from the date accepted unless in writing by company. After 90 days, Co. reserves the right to revise our price in accordance with costs in effect at that time.
7. The company shall not be liable for failure due to labor controversies, strikes, fires, weather, and inability to obtain materials from usual sources, or any other circumstances beyond the control of the company, whether of a similar or dissimilar nature.
8. If roofing or sheet metal work is involved, it is understood and agreed to that our standard roof guarantee, a copy of which is available in our office, shall be acceptable and that all terms and provisions therein shall prevail, unless specifically agreed to in writing prior to the commencement of the work.
9. The company is not responsible for any damages on or below the roof due to leaks by excessive wind driven rain, ice, or hail during the period of the warranty. EXCESSIVE WIND IS 45 M.P.H. THE WARRANTY IS NONTRANSFERABLE UNLESS IN WRITING.
10. If material has to be reordered or restocked because of a cancellation by the customer there will be a RESTOCKING FEE equal to twenty percent (20%) of the contract price.
11. This contract or warranty shall not be assigned excepted by or with written permission of the company.
12. IF THIS CONTRACT IS CANCELLED BY THE CUSTOMER LATER THAN 3 DAYS from the execution, customer shall pay to the company twenty percent (20%) of the contract price as liquidated damages, not as a penalty, and the company agrees to accept such as a reasonable and just compensation for said cancellation.
13. THIS CONTRACT CANNOT BE CANCELLED ONCE WORK IS COMMENCED EXCEPT BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES. Commencement includes negotiations with insurance company.
14. PAYMENTS ARE TO BE MADE: 1/2 DOWN PAYMENT, AND BALANCE UPON COMPLETION OF WORK. OTHER ARRANGEMENTS MUST BE DISCUSSED WITH CREDIT MANAGER.
15. If any provision of this contract should be held to be invalid or unenforceable the validity of the remaining provisions of this contract shall not be affected thereby.
16. ANY REPRESENTATIONS, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN ON THIS CONTRACT ARE AGREED TO BE IMMATERIAL, and not relied on by either party, and do not survive the execution of this contract.
17. The maximum liability for the Co. shall be the original cost of labor and materials for the repair which customer agrees shall be a liquidated sum, under any event of default of Co. herein.
18. During the duration of the work the customer's homeowners insurance will be responsible for any interior damages as long as the company has taken the appropriate action to protect the roof during the repair of the roof.
19. The Co. is not responsible for construction problems of your home. If pointed out and notified to our Co., we will try to assist you on correcting them on a time and material basis.
20. If there are any solar panels on the roof, the Co. will not be responsible for damage during repair, so homeowner agrees to have solar panels company take the appropriate action to protect if necessary.
21. Warranty is for 5 years on roof replacement, 2 years on siding replacement, 1 year on repairs, and 1 year on gutter repairs.

CPM CONSTRUCTION

10087 Allisonville Road, Suite G • Fishers, IN 46038

OFFICE: 317-251-1196 • FAX: 317-579-0373

Inspection Date: 11/11/11Property Address: 312 N. FlemingCity/State: Indianapolis, IN Zip: 46241**Inspection – Damage Assessment**

Following is CPM Construction General assessment of damages only. Specific replacement, repair, pricing will be discussed further with Insurance Company.

RoofingMaterial: ☐ Architectural ☐ Shakes ☐ Other _____Roof Grade/Color: Asph/FltPitch: _____ ☐ Story(s): 1Notes: See 11/11/11

Existing Issues: _____

Notes Other: _____

GuttersMaterial: ☐ Aluminum ☐ Other _____Size: _____ ☐ Front ☐ LeftInstallation: _____ ☐ Back ☐ RightSeals: _____ ☐ Wraps _____

Gutters Pairs: _____

Notes Other: _____

GUTTERS/DOWNS☒ Gutters ☒ Downspouts

> Notes/Other: _____

MISC./OTHER☒ AC Unit _____ ☒ Screens 1☐ Painting _____ ☒ Leaks _____☐ Interior Damage _____☐ Emergency Repair: ☐ Recommend ☐ Completed

> Other: _____

AGREEMENTInsured Name: John Bell SimpsonInsurance Co.: Auto OwnersAddress: 312 N. Fleming

Policy Number: _____

City/State: Indianapolis, IN Zip: 46241

Claim Number: _____

Home Phone: 317 251 1196

Adjustor Name/Number: _____

Cell Phone: 317 251 1196

Date of Loss: _____

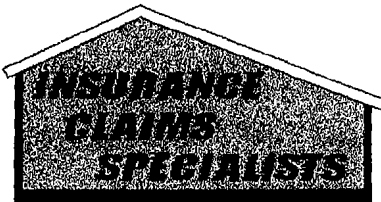
I understand that CPM Construction will act as my agent in obtaining appropriate property restoration assessments, and upon insurance company approval of the scope and pricing will proceed with the repairs prescribed by the insurance company. I authorize my insurance company to discuss matters directly with CPM Construction as my agents, however not as my legal representatives. CPM Construction agrees to act in the best interest of the property owner in obtaining property damage assessments, but in no way bear's liability for such damage. Property owner agrees to allow CPM Construction to perform any repairs prescribed by the insurance provider at as determined by the insurance company with no additional cost to the property owner except for the deductible and any additional requested or not covered by insurance. The property owner agrees to the terms on front and back of this contract. Material and labor obligations will follow once price is agreed on with the property owner and the insurance company.

Accepted by (Insured) on: Date: 11/11/11 Signature: _____Accepted by (Insured) on: Date: 11/11/11 Signature: _____Representative: Jacob Raper Date: _____

This contract and any agreement made pursuant thereto are between CPM Construction, hereinafter referred to as "Co." or "Company." And the customer is named herein on the reverse side will be subject to all appropriate laws, regulations, and ordinances of the state of Indiana and the terms and conditions

1. All contracts are subject to approval of our credit department and office without exception. The person executing this contract must obtain the approval of the officer of the Co. for this contract to be effective under any conditions.
2. SHOULD DEFAULT BE MADE IN PAYMENT OF THIS CONTRACT, CHARGES SHALL BE ADDED FROM THE DATE THEREOF AT A RATE OF ONE AND ONE HALF (1-1/2) PERCENT PER MONTH (18% PER ANNUM) WITH A MINIMUM CHARGE OF \$2.00 PER MONTH, AND BE PLACED IN THE HAND OF AN ATTORNEY FOR COLLECTION. ALL ATTORNEY'S FEES AND LEGAL FILING FEES SHALL BE PAID BY CUSTOMER ACCEPTING SAID CONTRACT.
3. The company shall have no responsibility for damages from rain, fire, tornado, windstorm, or other perils, as is normally completed to be covered by HOMEOWNERS INSURANCE or BUSINESS RISK INSURANCE, or unless a specified written agreement be made thereof prior to commencement of the work.
4. The quotation on the face hereof does not include expenses or charges for bond insurance premiums or costs beyond normal insurance coverage; any such additional expenses, premiums, or costs shall be added to the amount of the contract.
5. Replacement of deteriorated decking, fascia boards, roof jacks, ventilators, flashing or other materials unless otherwise STATED IN THIS CONTRACT, are NOT INCLUDED and will be charged as an extra on a time and material basis.
6. This proposal will expire 90 days from the date accepted unless in writing by company. After 90 days, Co. reserves the right to revise our price in accordance with costs in effect at that time.
7. The company shall not be liable for failure due to labor controversies, strikes, fires, weather, and inability to obtain materials from usual sources, or any other circumstances beyond the control of the company, whether of a similar or dissimilar nature.
8. If roofing or sheet metal work is involved, it is understood and agreed to that our standard roof guarantee, a copy of which is available in our office, shall be acceptable and that all terms and provisions therein shall prevail, unless specifically agreed to in writing prior to the commencement of the work.
9. The company is not responsible for any damages on or below the roof due to leaks by excessive wind driven rain, ice, or hail during the period of the warranty. EXCESSIVE WIND IS 45 M.P.H. THE WARRANTY IS NONTRANSFERABLE UNLESS IN WRITING.
10. If material has to be reordered or restocked because of a cancellation by the customer there will be a RESTOCKING FEE equal to twenty percent (20%) of the contract price.
11. This contract or warranty shall not be assigned excepted by or with written permission of the company.
12. IF THIS CONTRACT IS CANCELLED BY THE CUSTOMER LATER THAN 3 DAYS from the execution, customer shall pay to the company twenty percent (20%) of the contract price as liquidated damages, not as a penalty, and the company agrees to accept such as a reasonable and just compensation for said cancellation.
13. THIS CONTRACT CANNOT BE CANCELLED ONCE WORK IS COMMENCED EXCEPT BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES. Commencement includes negotiations with insurance company.
14. PAYMENTS ARE TO BE MADE: 1/2 DOWN PAYMENT, AND BALANCE UPON COMPLETION OF WORK. OTHER ARRANGEMENTS MUST BE DISCUSSED WITH CREDIT MANAGER.
15. If any provision of this contract should be held to be invalid or unenforceable the validity of the remaining provisions of this contract shall not be affected thereby.
16. ANY REPRESENTATIONS, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN ON THIS CONTRACT ARE AGREED TO BE IMMATERIAL, and not relied on by either party, and do not survive the execution of this contract.
17. The maximum liability for the Co. shall be the original cost of labor and materials for the repair which customer agrees shall be a liquidated sum, under any event of default of Co. herein.
18. During the duration of the work the customer's homeowners insurance will be responsible for any interior damages as long as the company has taken the appropriate action to protect the roof during the repair of the roof.
19. The Co. is not responsible for construction problems of your home. If pointed out and notified to our Co., we will try to assist you on correcting them on a time and material basis.
20. If there are any solar panels on the roof, the Co. will not be responsible for damage during repair, so homeowner agrees to have solar panels company take the appropriate action to protect if necessary.
21. Warranty is for 5 years on roof replacement, 2 years on siding replacement, 1 year on repairs, and 1 year on gutter repairs.

ROOFING ♦ SIDING ♦ GUTTERS



D-1

CPM CONSTRUCTION

10087 Allisonville Road, Suite G • Fishers, IN 46038

OFFICE: 317-251-1196 • FAX: 317-579-0373

Inspection Date: MAY 31st
 Property Address: 3629 BLACK LOCUST DR.
 City/State: INDIANAPOLIS IN Zip: _____

Inspection - Damage Assessment

Following is CPM Construction General assessment of damages only. Specific replacement, repair, pricing will be discussed further with Insurance Company.

ROOFING

☒ 3 Tab ☐ Architectural ☐ Shakes ☐ Other _____
 Shingle Grade/Color: ASPH/FLT
 Pitch: 12/12 ☐ Story(s) _____
 Vents: REPLACE ALL VENTS
 Decking Issues: _____
 Notes/Other: 2x4 through decking & into holes & porch

GUTTERS/DOWNS

☒ Gutters ☐ Downspouts
 > Notes/Other: DAMAGE TO SIDING THROUGH GUTTERS & DOWNSPOUTS

MISC./OTHER

☒ AC Unit EVAPORATOR ☐ Screens 3 on A/C
☒ Painting _____ ☐ Leaks _____
☐ Interior Damage _____
☒ Emergency Repair: ☐ Recommend ☐ Completed
 > Other: ALL TO BE DONE BY MAY 31st
INTERIOR DAMAGE TO SEVERAL ROOMS
DRAWING ROOM & KITCHEN
PORCH ON SIDE
MOUSE HOLE FOUND IN WALL
REPAIRS

SIDING

Vinyl ☐ Aluminum ☐ Other _____ ☒ Front ☐ Left
 Color/Size: BLUE 4x8 ☐ Back ☐ Right
 Fascia: _____ ☐ Wraps _____
 Shutters Pairs: _____
 Notes/Other: split in front wall

AGREEMENT

Insured Name: BOB & LAURA OWENS Insurance Co.: STATE FARM
 Address: 3629 BLACK LOCUST DR. Policy Number: _____
 City/St: INDIANAPOLIS IN Zip: 46235 Claim Number: _____
 Home Phone: 317-294-8392 Adjustor Name/Number: _____
 Work Phone: _____ Date of Loss: MAY 30th

I understand that CPM Construction will act as my agent in obtaining appropriate property restoration assessments, and upon insurance company approval of the scope and pricing will proceed with the repairs prescribed by the insurance company. I authorize my insurance company to discuss matters directly with CPM Construction as my agents, however not as my legal representatives. CPM Construction agrees to act in the best interest of the property owner in obtaining property damage assessments, but in no way bear's liability for such damage. Property owner agrees to allow CPM Construction to perform any repairs prescribed by the insurance provider at cost determined by the insurance company with no additional cost to the property owner except for the deductible and any additional work requested or not covered by insurance. The property owner agrees to the terms on front and back of this contract. Material and labor specifications will follow once price is agreed on with the property owner and the insurance company.

Accepted by (Insured) on: Date: 5/31/08

Signature: Robert Owens

Accepted by (Insured) on: Date: 5/31/08

Signature: Laura M. Owens

I Representative: _____

Date: _____

This contract and any agreement made pursuant thereto are between CPM Construction, hereinafter referred to as "Co." or "Company." And the customer(s) named herein on the reverse side will be subject to all appropriate laws, regulations, and ordinances of the state of Indiana and the terms and conditions

1. All contracts are subject to approval of our credit department and office without exception. The person executing this contract must obtain the approval of the officer of the Co. for this contract to be effective under any conditions.
2. SHOULD DEFAULT BE MADE IN PAYMENT OF THIS CONTRACT, CHARGES SHALL BE ADDED FROM THE DATE THEREOF AT A RATE OF ONE AND ONE HALF (1-1/2) PERCENT PER MONTH (18% PER ANNUM) WITH A MINIMUM CHARGE OF \$2.00 PER MONTH, AND IF PLACED IN THE HAND OF AN ATTORNEY FOR COLLECTION, ALL ATTORNEY'S FEES AND LEGAL FILING FEES SHALL BE PAID BY CUSTOMER ACCEPTING SAID CONTRACT.
3. The company shall have no responsibility for damages from rain, fire, tornado, windstorm, or other perils, as is normally completed to be covered by HOMEOWNERS INSURANCE or BUSINESS RISK INSURANCE, or unless a specified written agreement be made thereof prior to commencement of the work.
4. The quotation or the face hereof does not include expenses or charges for bond insurance premiums or costs beyond normal insurance coverage, any such additional expenses, premiums, or costs shall be added to the amount of the contract.
5. Replacement of deteriorated decking, fascia boards, roof jacks, ventilators, flashing or other materials unless otherwise STATED IN THIS CONTRACT, are NOT INCLUDED and will be charged as an extra on a time and material basis.
6. This proposal will expire 90 days from the date accepted unless in writing by company. After 90 days, Co. reserves the right to revise our price in accordance with costs in effect at that time.
7. The company shall not be liable for failure due to labor controversies, strikes, fires, weather, and inability to obtain materials from usual sources, or any other circumstances beyond the control of the company, whether of a similar or dissimilar nature.
8. If roofing or sheet metal work is involved, it is understood and agreed to that our standard roof guarantee, a copy of which is available in our office, shall be acceptable and that all terms and provisions therein shall prevail, unless specifically agreed to in writing prior to the commencement of the work.
9. The company is not responsible for any damages on or below the roof due to leaks by excessive wind driven rain, ice, or hail during the period of the warranty. EXCESSIVE WIND IS 45 M.P.H. THE WARRANTY IS NONTRANSFERABLE UNLESS IN WRITING.
10. If material has to be reordered or restocked because of a cancellation by the customer there will be a RESTOCKING FEE equal to twenty percent (20%) of the contract price.
11. This contract or warranty shall not be assigned excepted by or with written permission of the company.
12. IF THIS CONTRACT IS CANCELLED BY THE CUSTOMER LATER THAN 3 DAYS from the execution, customer shall pay to the company twenty percent (20%) of the contract price as liquidated damages, not as a penalty, and the company agrees to accept such as a reasonable and just compensation for said cancellation.
13. THIS CONTRACT CANNOT BE CANCELLED ONCE WORK IS COMMENCED EXCEPT BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES. Commencement includes negotiations with insurance company.
14. PAYMENTS ARE TO BE MADE: 1/2 DOWN PAYMENT, AND BALANCE UPON COMPLETION OF WORK. OTHER ARRANGEMENTS MUST BE DISCUSSED WITH CREDIT MANAGER.
15. If any provision of this contract should be held to be invalid or unenforceable the validity of the remaining provisions of this contract shall not be affected thereby.
16. ~~ANY REPRESENTATIONS, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN ON THIS CONTRACT ARE AGREED TO BE~~
~~VOID AND NOT RELIED ON BY EITHER PARTY AND DO NOT SURVIVE THE EXECUTION OF THIS CONTRACT.~~
17. The maximum liability for the Co. shall be the original cost of labor and materials for the repair which customer agrees shall be a liquidated sum, under any event of default of Co. herein.
18. During the duration of the work the customer's homeowners insurance will be responsible for any interior damages as long as the company has taken the appropriate action to protect the roof during the repair of the roof.
19. The Co. is not responsible for construction problems of your home. If pointed out and notified to our Co., we will try to assist you on correcting them on a time and material basis.
20. If there are any solar panels on the roof, the Co. will not be responsible for damage during repair, so homeowner agrees to have solar panels company take the appropriate action to protect if necessary.
21. Warranty is for 5 years on roof replacement, 2 years on siding replacement, 1 year on repairs, and 1 year on gutter repairs.